

The complaint

Mr P complains about the way he was treated by Admiral Insurance (Gibraltar) Limited (“Admiral”) after he notified them about an incident he was involved in with a third party while driving his vehicle.

Mr P is represented in this complaint by Ms B.

What happened

The background to this complaint is well known to Ms B, Mr P, and Admiral, and has been subject to a previous Ombudsman’s decision. So the following is intended as a summary of key events only.

Mr P notified Admiral of an accident in 2022. Admiral deemed Mr P’s vehicle to be a total loss and cancelled his policy with them. Mr P says he didn’t intend to make a claim, and Admiral decided the vehicle was a total loss without carrying out an inspection. Mr P says he could have been driving uninsured as he was unaware the policy had been cancelled.

Mr P brought a complaint to this Service which an Ombudsman decided to uphold. The Ombudsman directed Admiral to pay £250 compensation for distress and inconvenience, as well as lost income, a pro-rata refund of his policy premiums, and to update internal and external claims databases to show Mr P did not make a claim. The Ombudsman also directed Admiral to consider Mr P’s special support assistance service (“SSAS”) costs and pay these if they were reasonable.

Following that decision, Mr P raised a new complaint with Admiral. He said after reviewing the invoices issued by SSAS, Admiral declined to cover their cost. He also said that Admiral had not updated his data, meaning we had received unwanted contact with Admiral’s salvage agents, that Admiral had been slow in responding to his concerns and wouldn’t issue appropriate apologies. Mr P also said Admiral had overwhelmed him with email correspondence which he says caused distress and exacerbated his disability-related difficulties. Finally, Mr P said Admiral had breached his privacy by disclosing his information to a solicitor involved in a third-party claim.

Admiral considered the complaint but didn’t uphold it. They said they hadn’t identified any evidence of delay, misinformation, or poor service. Admiral also said they had no access to their salvage agents’ systems and referred any issue of continuing contact directly to them. But they said their own complaint handling timescales had been met, and the number of emails sent reflected Mr P’s chosen communication method. Admiral also confirmed they did not regard the SSAS invoices as reasonable, saying they lacked enough detail to justify payment. Mr P remained unhappy with Admiral’s response to this complaint – so, he brought it to this Service.

An Investigator looked at what had happened and recommended that the complaint should be upheld. She said Admiral hadn’t shown that the SSAS invoices were unreasonable, so Admiral should pay these with 8% simple interest from the date of their refusal, as well as £200 compensation. The Investigator also outlined that, while this Service is not able to say

if we think discrimination has or hasn't occurred, she did consider whether Admiral acted fairly and reasonably toward Mr P.

The Investigator said she considered Admiral's communications with Mr P between August 2024 and October 2024 and concluded that she was satisfied Admiral hadn't acted unfairly in contacting Mr P by email and that Mr P had been treated in the same way as Admiral's other customers. Finally, the Investigator said because the third-party made a claim against his policy, Admiral was required to deal with the third-party claim and Mr P's policy terms allowed Admiral to disclose data with any other party involved in that claim.

Mr P agreed with the Investigator's recommendations but Admiral did not. They said the previous Ombudsman's decision had directed them to consider the SSAS costs and pay them if they were reasonable. But Admiral said they did not feel they were reasonable and therefore disputed paying them. Admiral also said they had communicated with Mr P in line with his request for emails when he originally took out the policy in 2017 and hadn't provided any updated requests for accessibility adjustments.

Admiral asked for an Ombudsman to consider the complaint, and it was passed to me to decide. I issued a provisional decision in which I said the following:

"I want to start by acknowledging that I've intentionally summarised the background to this complaint in brief, so not everything that has happened or been submitted is set out above in full. I've done this in order to focus on the key issues I need to think about in order to reach a fair and reasonable outcome. But I'd like to reassure Mr P and Admiral that I've read and considered everything that has been provided as part of the complaint.

I also need to set out what I can and cannot consider as part of this complaint. The main complaint point Mr P has raised is that Admiral hasn't paid the SSAS costs, following the previous Ombudsman's directions in August 2024. The secondary points are in relation to how Admiral communicated with him, and how Admiral handled his personal data. I've addressed each of these points in turn below for ease of reference.

SSAS costs

Mr P says that despite the previous Ombudsman directing Admiral to consider these costs and pay them if they were reasonable, Admiral has said they do not feel they are justified and refused payment.

I should first set out that when a decision is accepted by a complainant, it becomes legally binding on both parties to the complaint. If a complainant is unhappy with the lack of action by a respondent business following any direction set out in a final decision, they can apply to the court to enforce compliance with the decision. But this Service does not have the power to enforce any direction we set within a decision.

This Service's powers to consider complaints are set out in the Financial Services and Markets Act 2000 ("FSMA") and in rules, known as the Dispute Resolution Rules ("DISP") written by the Financial Conduct Authority ("FCA") in accordance with the powers it derives from FSMA. The DISP rules also set out what complaints this Service should and shouldn't look at.

DISP 3.3.4A says that an Ombudsman can dismiss a complaint without considering its merits in certain circumstances. DISP 3.3.4A(5) goes on to say that one of those circumstances is

“if the Ombudsman considers that dealing with such a type of complaint would otherwise seriously impair the effective operation of the Financial Ombudsman Service.”

Further to this, DISP 3.3.4B(3) says that an example of a circumstance that may fall within

DISP 3.3.4A (5) is

“where the subject matter of the complaint has previously been considered or excluded under the Financial Ombudsman Service (unless material new evidence which the Ombudsman considers likely to affect the outcome has subsequently become available to the complainant)”.

While the Investigator has set out that she thought Admiral should pay the SSAS costs, I’m satisfied this was a continuation of the original complaint in which an Ombudsman at this Service has already made a direction. And where a complaint is referred to our Service that arises from the same subject matter as an earlier complaint, the DISP Rules allow us to dismiss it.

As such, I dismiss this complaint point and do not make any findings in relation to it. If Admiral continues to withhold payment of these costs, that would be something Mr P would have to enforce in court and not a complaint point this Service is free to consider again and make a new direction on.

Admiral’s communications with Mr P

As the Investigator has already set out in her recommendations, this Service isn’t able to consider the previous complaint again and that means I will only be focusing on what happened after the previous Ombudsman issued their decision in August 2024, up until Admiral’s final response in October 2024. Mr P has said Admiral’s continued contact was excessive, distressing, and amounted to harassment. He’s also said Admiral failed to issue appropriate apologies and that the tone and frequency of their messages aggravated his disability related difficulties.

I’ve carefully reviewed the correspondence between Admiral Mr P in the period I can consider as outlined above. Overall, I’ve reached the same conclusions as the Investigator, for the reasons they have already given. While I accept these messages may not have been welcomed by Mr P, I do not find the number or tone of emails that Admiral sent was excessive or unreasonable in the circumstances. I think they were limited to factual updates and acknowledgements, and I’ve seen nothing that persuades me they were sent with the intention of harassing or intimidating Mr P.

I also think Admiral’s correspondence was and in line with Mr P’s previous reasonable adjustment request, which he made when he first took out a policy with Admiral in 2017. Admiral has said that Mr P requested that all communication be conducted by e-mail, and I’m satisfied Admiral continued to follow that instruction. So, while I appreciate Mr P’s strength of feeling on this complaint point, I’ve not seen anything that persuades me Admiral’s communication amounted to unfair treatment that would allow me to direct a sum of compensation be paid.

Admiral’s handling of Mr P’s personal data

I’ve considered Mr P’s concerns over Admiral providing his details to their appointed solicitors in respect of a claim a third-party made against his policy. He’s said he

believes Admiral had breached confidentiality in passing on his personal information as he wasn't making a claim on his policy. I should make it clear that it's not my role to make a finding on Mr P's rights under data protection legislation, that would be for the Information Commissioners Office ("ICO") to consider. But I have considered what is fair and reasonable, taking into account the law and relevant guidance.

Mr P's policy terms state that Admiral is entitled to share personal information with relevant third parties, which I find to be fair, as it is in line with the relevant law. Under the Data Protection Act 2018 – personal data is excluded from being withheld where it is necessary for the purpose of, or in connection with, legal proceedings (including prospective legal proceedings). As such, because the third-party insurers were seeking to make a recovery from Mr P's insurance policy, I do not find that Admiral acted unreasonably by providing Mr P's details to their solicitors."

I invited both parties to provide a response. Admiral didn't provide any further information for me to consider. Mr P, via his representative, replied to outline that he felt Admiral was not taking vulnerable customer's needs into account and was neglecting their duties under the Financial Conduct Authority's ("FCA") Principles for Businesses. Finally, Mr P reiterated his disabilities and vulnerabilities, as well as what he described as Admiral's unreasonable and potentially biased conduct towards him.

As both parties have now had the opportunity to provide a response, I will set out my final decision below.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've thought about Mr P's comments in response to my provisional findings, but I've not been persuaded to reach a different conclusion than I did previously. I'm sorry to disappoint him but I maintain that I think my decision is fair.

In respect of the SSAS costs, I remain satisfied this was a continuation of the previous complaint where an Ombudsman has already made a direction. I therefore dismiss this point and do not make any findings in relation to it. If Mr P feels that Admiral has continued to withhold payment of these costs, that would be something he would need to enforce in court.

In relation to Mr P's communication and data handling concerns, I've again reviewed the evidence and my reasoning in light of Mr P's additional reply. I fully acknowledge Mr P's strength of feeling; but there is no new information or evidence that would lead me to reach a different conclusion than the one I already set out in my provisional decision.

I remain satisfied that Admiral acted within their obligations under the policy terms and relevant regulatory standards, for the period I have considered between August 2024, up until the final response in October 2024.

It therefore follows that I do not uphold this complaint, for the reasons I have previously set out, which I'm satisfied are fair and reasonable in all the circumstances. I appreciate this will be disappointing for Mr P; but I trust my decision explains why I've reached the outcome I have.

My final decision

For the reasons I've given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 November 2025.

Stephen Howard
Ombudsman